

1999 - 2000

LABOR AGREEMENT

- between -

THE CITY OF SAINT PAUL

- and -

**INTERNATIONAL UNION OF OPERATING
ENGINEERS**

LOCAL 70

INDEX

ARTICLE	TITLE	PAGE
	Preamble	ii
1	Recognition	1
2	Definitions	1
3	Dues - Fair Share	2
4	Union Rights	2
5	Seniority	3
6	Management Rights	4
7	Hours, Premium Pay	4
8	Leaves of Absence6
9	Military Leave of Absence	7
10	Jury Duty	7
11	Severance Pay	8
12	Mileage	11
13	Residency	12
14	Working Out of Classification	12
15	Discipline	12
16	Insurance	13
17	Holidays	17
18	Vacation	18
19	Grievance Procedure	18
20	Wage Schedule	20
21	Strikes, Lockouts, Work Interference	21
22	Non-Discrimination	21
23	Safety Shoes	21
24	Terms of Agreement	22
	Appendix A - Wages	A1
	Appendix B - Como Park Conservatory/Zoo Layoffs	B1

PREAMBLE

This Agreement has been entered into between the City of Saint Paul, hereafter referred to as the Employer, and Local Union No. 70, International Union of Operating Engineers, AFL-CIO, hereafter referred to as the Union.

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, benefits, hours of work, and other conditions of employment.

The parties hereto pledge that they shall pursue the above objectives in full compliance with the requirements of the Public Employment Labor Relations Act of the State of Minnesota of 1984, as amended.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, benefits, hours and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota, Bureau of Mediation Services, under Case No. 73-PR-449-A, as amended, to read as follows:

All regular, probationary, and provisional engineering and building maintenance personnel who are employed by the City of St. Paul or who have their "terms and conditions of employment" established by the governing body of the City of St. Paul, and whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year in the following classifications:

Building Maintenance Engineer, Chief Operating Engineer--Civic Center, Custodial Worker, Custodian, Custodian Engineer I, Custodian Engineer I--Library, Custodian Engineer I--Public Safety, Custodian--Engineer II, Custodian Engineer II--Library, Custodian Engineer III, Custodian Engineer III--Library, *Filter Plant Operator I, Custodian (Light Duty), House Custodian II, Instrument Repairer (Filter Plant), Maintenance Worker, Operating Engineer I, Operating Engineer II, Operating Engineer--Civic Center, Park Ranger, *Pumping Engineer I, Pumping Engineer II, Pumping Engineer III, Security Officer, Sewer Pumping Station Operator, Stadium Supervisor, Supervising Stationary Engineer, Watchman--Water Department, Water Plant Operator I, Water Plant Aide, Water Treatment Plant Operator II, Trainee (Custodian Engineer); excluding supervisory, managerial, clerical confidential, temporary and emergency employees, those exclusively represented by other labor or employee organizations, and all other employees.

- 1.2 The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this Agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Relations Act to accomplish said objective.

ARTICLE 2 - DEFINITIONS

- 2.1 **Collective Bargaining** - The Employer will bargain collectively with the Union and with respect to rates of pay, hours and other conditions pertaining to employment for all of the employees in the unit hereinbefore set forth.
- 2.2 **Maintenance of Standards** - The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations, and general working conditions shall be maintained at not less than the highest minimum standard as set forth in the Civil Service Rules of the City of Saint Paul, (Resolution No. 3250 and the Saint Paul Salary Plan and Rates of Compensation) at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 2 - DEFINITIONS (Continued)

- 2.3 **Discrimination** - The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union, or attempt to encourage membership in another Union.
- 2.4 The term "Employer" shall mean the City of St. Paul or the St. Paul Water Utility.

ARTICLE 3 - DUES - FAIR SHARE

- 3.1 **Dues** - The Employer agrees to deduct the Union membership initiation fee assessments and once each month dues from the pay to those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.
- 3.2 **Fair share** - Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union. Upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed a pro rata share of the specific expenses incurred for services rendered by the representative in relationship to negotiation and administration of grievance procedures. This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal.
- 3.3 The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the City, its officers or employees, by reason of negligence of the Union in requesting or receiving deductions under this Article. The City will indemnify, defend and hold the UNION harmless against any claims made and against any suits instituted against the Union, its officers or employees by reason of negligence on the part of the Employer in making or forwarding deductions under this Article.

ARTICLE 4 - UNION RIGHTS

- 4.1 The Union may designate employees within the bargaining unit to serve as Union Stewards and shall be required to administer this Agreement.
- 4.2 The Union shall furnish the Employer and appropriate Department Heads and Labor Relations Director with a list of Stewards and alternates, and shall, as soon as possible, notify said appropriate City officials in writing of any changes thereto. Only those who are Officers and Stewards shall be recognized by the Employer for the purpose of meetings.

ARTICLE 4 - UNION RIGHTS (Continued)

- 4.3 There shall be no deduction from the pay of a Steward when directly involved in meetings with management relating to the administration of this Agreement during working hours.
- 4.4 Designated Union Representatives shall be permitted to visit employees on job sites and at department buildings during working hours for the purpose of the administration of this contract.
- 4.5 **Shop Steward** - One shop steward from each department will be allowed to accompany an employee's authorized representative during regular working hours for the purpose of wage, salary, or fringe benefit discussions or other problems of their particular concern involving employees of the City of St. Paul under the following conditions:
- 1) That only one employee from any one department be allowed to leave his/her work.
 - 2) That the steward be expected to attend these meetings on his/her own time when they are held outside of his/her regular working hours.
 - 3) That adequate notice is given to the department heads so that permission may be obtained.
 - 4) That the steward has officially been designated as such by the Union that he/she represents.
 - 5) **Union Conventions** - Duly elected Union delegates shall be granted time off without pay for one week to attend such convention. Vacation or compensatory time may be used for this purpose. The Union shall give at least ten working days advance notice of the employees who will be participating in such conventions.

ARTICLE 5 - SENIORITY

- 5.1 Seniority, for the purpose of this Agreement, shall be defined as follows:
The length of continuous, regular and probationary service with the Employer from the date an employee was first appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee's rank on the eligible list from which certification was made.
- 5.2 Seniority shall terminate when an employee retires, resigns, or is discharged.
- 5.3 In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title within each department based on inverse length of seniority as defined above.

ARTICLE 5 - SENIORITY (Continued)

- 5.4 In cases where there are promotional series, such as Custodian Engineer I, II, III, etc., when the number of employees in the higher titles is to be reduced, employees who have held lower titles in the bargaining unit will be offered reductions to the highest title to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department.
- 5.5 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff.
- 5.6 It is understood that such employees will pick up their former seniority date in any class of positions that they previously held.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.
- 6.2 A public Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion of policy as the functions and programs of the Employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

ARTICLE 7 - HOURS, PREMIUM PAY

- 7.1 **Hours of Employment** - The normal work day and the normal work week shall be 8 consecutive hours in any 24-hour period and 40 hours in any 7-day period. (For employees on a shift basis, this shall be construed to mean an average of forty hours a week.) The normal work week shall consist of 5 consecutive normal work days. Within the Division of Libraries, the normal work week shall consist of 5 consecutive normal work days followed by two (2) consecutive days off.
- 7.2 **Call-in-Pay** - When an employee is called to work he/she shall receive two hours pay if not put to work. If an employee is called to work and commences work, he/she shall be guaranteed four straight time hours pay, or one and one-half (1.5) times the employee's normal hourly rate for the actual number of hours worked, whichever is greater. These provisions, however, shall not be effective when work is unable to proceed because of adverse weather conditions; nor shall these provisions apply to temporary or emergency employees nor to employees employed under any of the titles listed in Section 3.M of the Civil Service Rules under the heading "Special Employments"; nor to any person whose regular scheduled workday is less than four hours.

ARTICLE 7 - HOURS, PREMIUM PAY (Continued)

7.3 **Overtime** - Time on the payroll in excess of the normal hours set forth above shall be "overtime work" and shall be done only by the order of the head of the department. An Employee shall be recompensed for work done in excess of the normal hours by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such overtime work. The basis on which such overtime shall be paid shall be determined by the employee provided there is money in the budget. In the Division of Libraries, overtime which is scheduled overtime shall be paid at the discretion of the Employer; overtime which is unscheduled shall be at the choice of the employee provided there is money in the budget. The overtime rate of one and one-half shall be computed on the basis of 1/80th of the bi-weekly rate.

7.4 **Premium Pay** - To any employee who works on a regularly assigned shift beginning earlier than 6 a.m. or ending later than 6 p.m., provided that at least five hours of the shift are worked between the hours of 6 p.m. and 6 a.m., there shall be paid a night differential for the entire shift.

To any employee who works on a regularly assigned shift, beginning earlier than 6 a.m. or ending later than 6 p.m., but less than five hours of the shift are worked between the hours of 6 p.m. and 6 a.m., there shall be paid a night differential for the hours worked between the hours of 6 p.m. and 6 a.m.

Notwithstanding Section III B of the Saint Paul Salary Plan and Rates of Compensation, employees working at the Water Utility's Filtration Plant and who are regularly assigned to a shift which begins at 2:30 p.m. shall be eligible for the night differential as stated in Section III B for the entire shift.

7.5 The night differential shall be 5% of the base rate, and shall be paid only for those night shifts actually worked; provided, however, that the provisions of this subsection shall not apply to emergency or temporary employees in the Auditorium, or to employees holding titles listed in Section II of the Saint Paul Salary Plan and Rates of Compensation under the heading "Special Employments" in this bargaining unit.

7.6 A premium pay of twenty-five (25) cents per hour shall be paid for all swing stage work, such as any work performed from a boatswain's chair or a swing scaffold, fifty (50) feet or more above the ground. All standard safety laws shall be complied with.

7.7 Notwithstanding Article 7.1, employees may, through mutual agreement with the Employer, work schedules other than schedules limited by the normal work day and work week as set forth in Article 7.1. Overtime compensation for employees working under such agreements shall be subject to the provisions, for same, as set forth by the Fair Labor Standards Act.

7.8 For employees who wish to share a position, the Employer will attempt to provide options for implementing a sharing arrangement. Such an arrangement must be mutually agreed upon by the Employer and the employees involved. Vacation, holiday, and sick leave benefits for employees who share a position shall be pro-rated based upon the percent of hours worked. Health insurance benefits shall be administered in accordance with the provisions of Article 16 (Insurance) of this Agreement. In the event that one of the employees participating in the shared position is terminated or terminates employment, the Employer shall post the job sharing vacancy for a period of ten (10) days. If, at the end of ten (10) days, such vacancy cannot be filled, the Employer shall have the option of increasing the remaining employee's work hours.

ARTICLE 7 - HOURS, PREMIUM PAY (Continued)

- 7.9 Articles 7.7, and 7.8 shall not be subject to the provisions of Article 19 (Grievance Procedure) of this Agreement.

ARTICLE 8 - LEAVES OF ABSENCE

- 8.1 **Leave of Absence** - After three month's employment, an employee may make application for a leave of absence not to exceed one year. A leave of absence shall be granted on the basis established in the Civil Service Rules (Resolution No. 3250).
- 8.2 **Sick Leave** - Sick leave shall accumulate at the rate of .0576 of a working hour for each full hour on the payroll, excluding overtime. Sick leave accumulation is unlimited. To be eligible for sick leave employees must report to their supervisor no later than one-half hour past their regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of Resolution No. 3250 of the City of Saint Paul.
- 8.3 Any employee who has accumulated sick leave credits as provided above shall be granted leave with pay, for such period of time as the head of the department deems necessary, on account of sickness or injury of the employee, quarantine established by a public health enforcement agency, death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild or other person who is a member of the household; and may be granted leave with pay for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.
- 8.4 In the case of a serious illness or disability of an employee's child, parent, or household member, the head of the department shall grant leave with pay in order for the employee to care for or make arrangements for the care of such sick or disabled persons. Such paid leave shall be drawn from the employees accumulated sick leave credits. Use of such sick leave shall be limited to 40 hours per incident.
- 8.5 **Maternity and Parental Leave** - Pregnant employees of the City of Saint Paul shall be eligible for the use of paid sick leave and unpaid leave of absence in the same manner as any other disabled or ill City employee. Such paid sick leave eligibility shall begin upon certification by the employee's attending physician that the employee is disabled in terms of her ability to perform the duties of her position.

A twelve (12) month Parental leave of absence without pay shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. Such leave may be extended an additional twelve (12) months by mutual agreement between the employee and the Employer. Refusal on the part of the Employer to grant an extension of such leave shall not be subject to the provisions of Article 6 of this Agreement.

Employees who return following such leaves of absence shall be placed in a position of equivalent salary and tenure as the one held just prior to the beginning of their leave.

ARTICLE 7 - HOURS, PREMIUM PAY (Continued)

- 8.6 **School Conference Leave** - An employee shall be granted up to a total of sixteen (16) hours during a school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be rescheduled during non-work hours. If the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the Employer. An employee shall be allowed to use vacation or compensatory time for this leave; otherwise this leave shall be without pay.

ARTICLE 9 - MILITARY LEAVE OF ABSENCE

- 9.1 **Pay Allowance** - Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officer's Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under Federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and, further provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established.

Such leave shall not be allowed unless the employee: (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

- 9.2 **Leave Without Pay** - Any employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the state or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law.
- 9.3 Such leave of absence as are granted under Article 9 shall conform to Minnesota Statutes, Section 192, as amended from time to time and shall confer no additional benefits other than those granted by said statute.

ARTICLE 10 - JURY DUTY

- 10.1 Employees who are required to appear in court as jurors or witnesses shall be paid their regular pay while they are so engaged, provided however, that any fees that employees may receive from the court for such service shall be paid to the Employer and be deposited with the Director of Finance and Management Services. Any employee who is scheduled to work a shift, other than the normal daytime shift, shall be rescheduled to work the normal daytime shift during such time as he/she is required to appear in court as a juror or witness.

ARTICLE 11 - SEVERANCE PAY

- 11.1 The Employer shall provide a severance pay program as set forth in this Article.
- 11.2 To be eligible for the severance pay program, an employee must meet the following requirements:
- (1) The employee must be 58 years of age or older or must be eligible for pension under the "rule of 85" or the "rule of 90" provisions of the Public Employees Retirement Association (PERA). The "rule of 85" or the "rule of 90" criteria shall also apply to employees covered by a public pension plan other than PERA.
 - (2) The employee must be voluntarily separated from City employment or have been subject to separation by lay-off or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.
 - (3) The employee must have at least ten (10) years of consecutive service under the classified or unclassified Civil Service at the time of separation. For the purpose of this Article, service requirements for severance eligibility will not include years of service with School District #625 for employees hired by the City, or transferred to the City after December 31, 1998.
 - (4) The employee must file a waiver of re-employment with the Director of Human Resources, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or re-employment (of any type), with the City.
 - (5) The employee must have accumulated a minimum of sixty (60) days of sick leave credits at the time of his/her separation from service.
- 11.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum of 200 accrued sick leave days.
- 11.4 The maximum amount of money that any employee may obtain through this severance pay program is \$6,500.
- 11.5 For the purpose of this severance program, a death of an employee shall be considered as separation of employment, and if at the time of his or her death, the employee would have met all of the requirements set forth above, payment of the severance pay may be made to the employee's estate or spouse.
- 11.6 For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is considered a separation of employment, and such transferee shall be eligible for the City severance program.

ARTICLE 11 - SEVERANCE PAY (Continued)

- 11.7 The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490.
- 11.8 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490 except in those cases where the specific provisions of this article conflict with said ordinance and in such cases, the provisions of this article shall control.
- 11.9 The provisions of this article shall be effective as of December 24, 1983.
- 11.10 Any employee hired prior to December 31, 1983 may, in any event, and upon meeting the qualifications of this article or City Ordinance No. 11490, as amended by City Ordinance No. 16303, section 1, section 6, draw severance pay. However, an election by the employee to draw severance pay under either this article or the ordinance shall constitute a bar to receiving severance pay from the other. Any employee hired after December 31, 1983 shall only be entitled to the benefits of this article upon meeting the qualifications herein.
- 11.11 Articles 11.12 through 11.18 shall apply only to employees appointed after June 26, 1990.
- 11.12 The Employer shall provide a severance pay program as set forth in Articles 11.13 through 11.20.
- 11.13 To be eligible for the severance pay program, an employee must meet the following requirements.
- (1) The employee must be voluntarily separated from the City employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the city severance pay program.
 - (2) The employee must file a waiver of re-employment with the Human Resources Director, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or re-employment (of any type), with the City.
 - (3) The employee must have an accumulated balance of at least eighty (80) days of sick leave credits at the time of his separation from the service.

ARTICLE 11 - SEVERANCE PAY (Continued)

- 11.14 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum as shown below based on the number of years of service in the City.

Years of Service with the City	Maximum Severance Pay
At Least	
20	\$ 5,000
21	\$ 6,000
22	\$ 7,000
23	\$ 8,000
24	\$ 9,000
25	\$10,000

- 11.15 For the purpose of this severance program, a death of an employee shall be considered as separation of employment and if the employee would have met all of the requirements set forth above, at the time of his/her death, payment of the severance pay shall be made to the employee's estate or spouse.
- 11.16 For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is considered a separation of employment, and such transferee shall be eligible for the City severance program.
- 11.17 The manner of payment of such severance pay shall be made in accordance with the provision of the City's Severance Pay Ordinance.
- 11.18 This severance pay program shall be subject to and governed by the provisions of the City's Severance Pay Ordinance except in those cases where the specific provisions of this Article conflict with said Ordinance and in such cases, the provisions of this Article shall control.
- 11.19 Notwithstanding Article 11.11, employees appointed prior to June 26, 1990 to a title covered by this Agreement who meet the qualifications as defined by the qualifications as defined in Articles 11.13 and 11.14 may elect to draw severance pay under the provisions of 11.14. However, an election by an employee to draw severance pay under Article 11.14 shall constitute a bar to drawing severance pay under any other provisions set forth in this Article 11.
- 11.20 Employees appointed after June 26, 1990, to a title covered by this Agreement shall not be eligible for any severance pay plan other than the provisions set forth in Articles 11.11 through 11.19.

ARTICLE 12 - CITY MILEAGE

- 12.1 **Automobile Reimbursement Authorized:** Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.
- 12.2 **Method of Computation:** To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head.
- Type 1.** If an employee is required to use his/her own automobile **OCCASIONALLY** during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day the employee's vehicle is actually used in performing the duties of the employee's position. In addition, the employee shall be reimbursed \$.20 per mile for each mile actually driven.
- If such employee is required to drive an automobile during employment and the department head or designated representative determines that an employer vehicle is available for the employee's use but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$.20 per mile driven and shall not be eligible for any per diem.
- Type 2.** If an employee is required to use his/her own automobile **REGULARLY** during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day of work. In addition, the employee shall be reimbursed \$.20 per mile for each mile actually driven.
- If such employee is required to drive an automobile during employment and the department head or designated representative determines that an employer vehicle is available for the employee's use but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$.20 per mile driven and shall not be eligible for any per diem.
- 12.3 The City will provide parking at the Civic Center Parking Ramp for City employees on either of the above mentioned types of reimbursement plans who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his or her own personal car available.
- 12.4 **Rules and Regulations:** The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven, and further require that they maintain automobile liability insurance in amounts of not less than \$100,000/\$300,000 for personal injury, and \$25,000 for property damage, or liability insurance in amounts not less than \$300,000 single limit coverage, with the City of Saint Paul named as an additional insured. These rules and regulations, together with the amendment thereto, shall be maintained on file with the city clerk.

ARTICLE 13 - RESIDENCY

- 13.1 The Residency Resolution effective August 4, 1979, in Council File No. 273378 shall apply to all employees covered by this Agreement.

ARTICLE 14 - WORKING OUT OF CLASSIFICATION

- 14.1 Employer shall avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of fifteen (15) working days shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16th) day of such assignment. For the purpose of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full time basis, all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.

ARTICLE 15 - DISCIPLINE

- 15.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- (1) Oral reprimand;
 - (2) Written reprimand;
 - (3) Suspension;
 - (4) Reduction;
 - (5) Discharge
- 15.2 A notice in writing of Suspensions, Reductions and Discharges shall be sent to the employee and the union seventy-two (72) hours after such action is taken.
- 15.3 Employees and the Union will receive copies of written reprimands and notices of suspension and discharge.
- 15.4 Employees may examine all information in the Employer personnel file that concerns work evaluations, commendations and/or disciplinary actions. Files may be examined at reasonable times under the direct supervision of the Employer.
- 15.5 Discharges will be preceded by a five (5) day preliminary suspension without pay. During said period, the employee and/or Union may request, and shall be entitled to a meeting with the Employer representative who initiated the suspension with intent to discharge. During said five (5) day period, the Employer may affirm the suspension and discharge in accordance with Civil Service Rules or may modify, or withdraw same.
- 15.6 An employee to be questioned concerning an investigation or disciplinary action shall have the right to request that a Union representative be present.

ARTICLE 15 - DISCIPLINE (Continued)

- 15.7 Grievances relating to this Article shall be processed in accordance with existing Civil Service procedures, except that oral and written reprimands shall be taken up in the grievance procedure under Article 19 (Grievance Procedure).

ARTICLE 16 - INSURANCE

Active Employee Insurance

- 16.1 The insurance plans, premiums for coverages and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. The Employer will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered plans agree to accept any changes in benefits which a specific provider implements.

- 16.2 For the purpose of this Article, **full-time employment** is defined as appearing on the payroll an average of at least 32 hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments, or for the six (6) month period preceding initial enrollment.

Three-quarter time employment is defined as appearing on the payroll an average of at least 26 hours per week, but less than 32 hours per week, for the twelve (12) month period preceding the annual open enrollment or special enrollments, or for the six (6) month period preceding initial enrollment.

Half-time employment is defined as appearing on the payroll at least 20 hours per week, but less than 26 hours per week, for the twelve (12) month period preceding the annual open enrollment or special enrollments, or for the six (6) month period preceding the initial enrollment.

- 16.3 For each eligible employee covered by this Agreement who is employed half-time and who selects employee health insurance coverage, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting employee coverage in the same insurance plan. For each half-time employee who selects family health insurance coverage, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting family health insurance coverage in the same insurance plan.

For each eligible employee covered by this Agreement who is employed three-quarter time and who selects employee health insurance coverage, the EMPLOYER agrees to contribute seventy-five (75%) of the amount contributed for full-time employees selecting employee coverage. For each three-quarter time employee who selects family health insurance coverage, the Employer agrees to contribute seventy-five percent (75%) of the amount contributed for full-time employees selecting family health insurance coverage.

- 16.4 Effective January 1, 1999, for each eligible employee covered by this Agreement who is employed full-time and who selects employee health insurance coverage, the Employer agrees to contribute the cost of the least expensive employee insurance offered by the Employer. For each eligible full-time employee who selects family health insurance coverage, the Employer will contribute the cost of such family coverage or \$364.15 per month, whichever is less.

ARTICLE 16 - INSURANCE (Continued)

- 16.5 Effective January 1, 2000, for each eligible employee covered by this Agreement who is employed full-time and who selects employee health insurance coverage, the Employer agrees to contribute the cost of the least expensive premium for employee health insurance offered by the Employer. For each eligible full-time employee who selects family health insurance coverage, the Employer's contribution toward family insurance coverage shown above in Article 16.4 shall be adjusted to reflect an increase in an amount equal to the full increase of the single premium. The 1999 contribution is \$364.15.
- 16.6 Notwithstanding Article 16.3, eligible employees covered by this Agreement and employed half-time prior to January 1, 1986, shall receive the same insurance contributions as a full-time employee. This Article, 16.6, applies only to eligible employees who were employed half-time during the month of December, 1985, and shall continue to apply only as long as such employee remains continuously employed half-time.

Retiree Insurance

- 16.7 Employees who retire must meet the following conditions at the time of retirement in order to be eligible for the Employer contributions, listed in Sections 16.8 through 16.11 below, toward a health insurance plan offered by the Employer:
- (1) Be receiving benefits from a public employee retirement act at the time of retirement, and
 - (2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct, and
 - (3) Have completed at least 20 years with the City of St. Paul.
 - (4) Service requirements for retiree health insurance eligibility will not include years of service with School District #625 for employees hired by the City, or transferred to the City, after December 31, 1998.

Early Retirees

- 16.8 This Section shall apply to full time employees who:

- (1) Retire on or after January 1, 1996, and
- (2) Were appointed on or before December 31, 1995, and
- (3) Have not attained age 65 at retirement, and
- (4) Meet the terms set forth in Section 16.7 above, and
- (5) Select a health insurance plan offered by the Employer

Until such employees reach sixty-five (65) years of age, the Employer agrees that for retirees selecting single coverage, the Employer will provide the same contribution as is provided for active employees selecting single coverage under this Agreement. This amount, however, shall not exceed \$350.00 per month.

For employees selecting family health insurance coverage, the Employer will contribute \$350 per month toward the premium for family health insurance coverage. Any unused portion of the Employer's contribution shall not be paid to the retiree.

When such early retiree attains age 65, the provisions of Section 16.10 shall apply.

ARTICLE 16 - INSURANCE (Continued)

16.9 This Section shall apply to full time employees who:

- (1) Retire on or after January 1, 1996, and
- (2) Were appointed on or after January 1, 1996, and
- (3) Have not attained age 65 at retirement, and
- (4) Meet the conditions set forth in Section 16.7 above, and
- (5) Select a health insurance plan offered by the Employer.

Until such retirees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree.

When such early retiree attains age 65, the provisions of Section 16.11 shall apply.

Regular Retirees (Age 65 and over)

16.10 This Section shall apply to full time employees who:

- (1) Retire on or after January 1, 1996, and
- (2) Were appointed on or before December 31, 1995, and
- (3) Have attained age 65 at retirement, and
- (4) Meet the terms set forth in Section 16.7 above, and
- (5) Select a health insurance plan offered by the Employer

The Employer agrees to contribute a maximum of \$350.00 per month toward the premium for single or family health insurance coverage offered by the Employer to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

This Section shall also apply to early retirees who retired under the provisions of Section 16.8 when such early retirees attain age 65.

16.11 This Section shall apply to full time employees who:

- (1) Retire on or after January 1, 1996, and
- (2) Were appointed on or after January 1, 1996, and
- (3) Have attained age 65 at retirement, and
- (4) Meet the terms set forth in Sections 16.7 above, and
- (5) Select a health insurance plan offered by the Employer

The Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage offered to regular retirees and their dependents. Any unused portion shall not be paid to the retiree.

This Section shall also apply to early retirees who retired under the provisions of Section 16.9 when such early retirees attain age 65.

ARTICLE 16 - INSURANCE (Continued)

- 16.12 If an employee does not meet the condition of Section 16.7(3), but has completed at least ten (10) year of service with the City, he/she may purchase single or family health insurance coverage through the Employer's insurance program. The total cost of such insurance coverage shall be paid by the retiree.
- 16.13 A retiree may not carry his/her spouse as a dependent if such spouse is also a City retiree or City employee and eligible for and is enrolled in the City's health insurance program.
- 16.14 For each eligible employee the Employer agrees to contribute the cost \$20,000 of life insurance coverage.
- 16.15 Any cost of any premium for any City-offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 16 shall be paid by the employee.
- 16.16 The Employer will provide a system whereby the employee's contribution toward the premiums for the employee's selected health insurance coverages can be paid on a pre-tax basis. Employees covered by the Agreement will be eligible to participate in the Flexible Spending Account as offered by the Employer. The service fee charged to participating employees shall be paid by the employee.
- 16.17 Employees covered by this Agreement shall be eligible to participate in the Dependent Care Reimbursement Account offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.
- 16.18 The contributions indicated in this Article 16 shall be paid to the Employer's Third Party Administrator.

Survivor Insurance

- 16.19 The surviving spouse of an employee carrying family coverage at the time of his/her death due to a job connected injury or illness which was determined to have arisen out of and in the course of his/her employment under worker's compensation law shall continue to be eligible for city contribution in the same proportions as is provided for retired employees

In the event of the death of an early retiree or a regular retiree, the dependents of the retiree shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits which said dependents previously had, at the premium and Employer contribution accorded to the eligible deceased retiree.

It is further understood that coverage shall cease in the event of:

- (1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
- (2) The employment of the surviving spouse or dependent where health insurance is obtained through a group program provided by said Employer. In this event, however, the surviving spouse or dependent shall have the right to maintain City health insurance for the first ninety (90) days of said employment.

ARTICLE 17 - HOLIDAYS

17.1 Holiday recognized and observed. The following days shall be recognized and observed as paid holidays:

New Years Day - January 1
Martin Luther King Day - 3rd Monday of January
Presidents' Day - 3rd Monday of February
Memorial Day - The last Monday of May
Independence Day - July 4
Labor Day - 1st Monday of September
Veterans' Day - November 11
Thanksgiving Day - 4th Thursday of November
The Day After Thanksgiving
Christmas Day - December 25
Two Floating Holidays

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

For those employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

17.2 The floating holidays set forth in Section 17.1 above may be taken at any time during the contract year, subject to the approval of the Department Head of any employee.

17.3 **Eligibility Requirements** In order to be eligible for a holiday with pay, an employee's name must appear on the payroll on any six working days of the nine working days preceding the holiday; or an employee's name must appear on the payroll the last working day before the holiday and on three other working days of the nine working days preceding the holiday. In neither case shall the holiday be counted as a working day for the purposes of this section. It is further understood that neither temporary, emergency nor other employees not heretofore eligible shall receive holiday pay.

17.4 If an employee entitled to a holiday is required to work on Martin Luther King Day, Presidents' Day, Veterans' Day or the Day after Thanksgiving he/she shall be granted another day off with pay in lieu thereof as soon thereafter as the convenience of the department permits, or he/she shall be paid on a straight time basis for such hours worked, in addition to his/her regular holiday pay. Employees assigned to a twelve (12) hour shift shall have holiday overtime using a twelve (12) hour value.

If an employee entitled to a holiday is required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, he/she shall be recompensed for work done on this day by being granted compensatory time on a time and one half basis or by being paid on a time and one-half basis for such hours worked, in addition to his/her regular holiday pay. Employees assigned to a twelve (12) hour shift shall have holiday overtime using a twelve (12) hour value.

ARTICLE 18 - VACATION

18.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime.

Years of Service	Hours of Vacation
.0385 (10 days)	1st year thru 4th year
.0616 (16 days)	5th year thru 9th year
.0731 (19 days)	10th year thru 15th year
.0885 (23 days)	16th year thru 23rd year
.1000 (26 days)	24th year and thereafter

18.2 The head of the department may permit an employee to carry over into the "vacation year" up to one-hundred twenty (120) hours of vacation.

For the purpose of this article the "vacation year" shall be the fiscal year (IRS payroll reporting year).

18.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Sub. H.

18.4 If an employee has an accumulation of sick leave credits in excess of one hundred and eighty days, he/she may convert any part of such excess of vacation at the rate of one-half day's vacation for each day of sick leave credit.

The maximum number of days' vacation allowed by the conversion of sick leave credits shall be no more than five days in any one "vacation year".

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 The Employer shall recognize Stewards selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the names of the Stewards and of their successors when so named.

19.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The Steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided, the Steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.

ARTICLE 19 - GRIEVANCE PROCEDURE (Continued)

19.3 The procedure established by this Article shall be the sole and exclusive procedure, except for the appeal of disciplinary action as provided by Article 15, for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement. Grievances shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within fourteen (14) calendar days of the first occurrence of the event giving rise to the grievance or within the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Within seven (7) calendar days after receiving the written grievance a designated Employer supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2 a designated Employer supervisor shall meet with the Union Business Manager or his designated representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred to in writing by the Union to Step 4 within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 4. If the grievance remains unresolved, the Union may within seven (7) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within seven (7) calendar days after notice has been given.

If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Public Employment Relation Board to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

ARTICLE 19 - GRIEVANCE PROCEDURE (Continued)

19.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.

19.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

19.6 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.

19.7 It is understood by the Union and the Employer that a grievance may be determined by either the grievance procedure of this contract or by the provisions of the Civil Service Rules of the City of Saint Paul. If an issue is determined by this grievance procedure it shall not again be submitted for arbitration under the Civil Service Rules. If an issue is determined by the provisions of the Civil Service Rules it shall not again be submitted for arbitration under this grievance procedure.

ARTICLE 20 - WAGE SCHEDULE

20.1 The wage schedule for purposes of this contract shall be Appendix A attached hereto. The basic hourly wage rates in Appendix A reflect the following increases:

1999	Effective 01/02/99	2.0%
	Effective 06/19/99	0.5%
2000	Effective 01/1/2000	3.0%

Retroactive pay adjustments shall apply to all employees of the bargaining unit except those who have been terminated for cause.

ARTICLE 21 - STRIKES, LOCKOUTS, WORK INTERFERENCE

- 21.1 The Union and the Employer agree that there shall be no strikes, work stoppages, slow-downs, sit-downs, stay-ins, or other concerted interference with the Employer's business or affairs by said Union and/or the members thereof, and there shall be no bannering during the existence of this Agreement without first using all possible means of peaceful settlement of any controversy which may arise.

ARTICLE 22 - NON-DISCRIMINATION

- 22.1 The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age, or because of membership or non-membership in the Union.
- 22.2 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 23 - SAFETY SHOES, UNIFORMS

- 23.1 The Employer agrees to pay \$50.00 per year toward the cost or repair of a pair of safety shoes purchased by an employee who is a member of this unit. The Employer shall contribute toward the cost of one pair of shoes per contract year and shall not be responsible for any additional cost for any additional shoes thereafter. The contribution shall be accumulative from year to year, beginning in 1997, to a maximum benefit of \$150.00 should an employee not utilize the benefit during a calendar year. This reimbursement shall be made only after investigation and approval by the immediate supervisor of that employee. The Employer contribution shall apply only to those employees who are required by the Employer to wear protective shoes or boots.
- 23.2 The Employer will initially provide each employee working in the Water Treatment Plant who is required to wear a specified uniform with five (5) uniforms. The uniform will consist of five pairs of trousers, five long-sleeved shirts, and five short-sleeved shirts. Coveralls can be substituted for a shirt and a trouser. In subsequent years, the Employer agrees to provide a uniform allowance of up to \$100 per calendar year toward the cost of replacing uniforms. Employees must provide proof of uniform purchase to be reimbursed. Employees are responsible for care and upkeep of the uniform.

ARTICLE 24 - TERMS OF AGREEMENT

- 24.1 **Complete Agreement and Waiver of Bargaining** - This Agreement shall represent the complete Agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- 24.2 **Savings Clause** - This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this Agreement shall hold to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.
- 24.3 **Terms of Agreement** - Except as herein provided, this Agreement shall be effective as of the date it is executed by the parties and shall continue in full force and effect thru the 31st day of December, 2000, and thereafter until modified or amended by mutual agreement of the parties.

Either party desiring to amend, or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act of 1984. In witness thereof the parties have caused this Agreement to be executed this _____ day of March 1999.

ARTICLE 24 - TERMS OF AGREEMENT

24.4 This constitutes a tentative Agreement between the parties which will be recommended by the City Negotiator, but is subject to the approval of the Administration of the City, the City Council, and is also subject to ratification by the Union.

WITNESSES:

CITY OF SAINT PAUL

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 70

Mary H. Kearney Date
Labor Relations Director

Business Manager Date

President Date

Recording Secretary Date

Business Representative Date

Negotiating Committee Date

Negotiating Committee Date

Negotiating Committee Date

Negotiating Committee Date

Negotiating Committee Date

Negotiating Committee Date

APPENDIX A - WAGES

The wage rates and salary ranges for classifications in this unit are as follows:

	Effective 1/02/99 2.0%	Effective 6/19/99 .5%	Effective 1/1/2000 3.0%
Building Maintenance Engineer			
First 6 months	19.46	19.56	20.15
After 6 months	19.46	19.56	20.15
Chief Operating Engineer- Civic Center			
First 6 months	21.05	21.16	21.79
After 6 months	21.91	22.02	22.68
Custodian-Engineer I			
First 6 months	16.93	17.01	17.52
After 6 months	17.69	17.78	18.31
Modified Duty Worker Custodian Eng I.			
First 6 months	16.93	17.01	17.52
After 6 months	17.69	17.78	18.31
Custodian-Engineer I - Library			
First 6 months	16.93	17.01	17.52
After 6 months	17.69	17.78	18.31
Custodian-Engineer I - Public Safety			
First 6 months	16.93	17.01	17.52
After 6 months	17.69	17.78	18.31

Appendix A (Continued)	Effective 1/02/99 2.0%	Effective 6/19/99 .5%	Effective 1/01/2000 3.0%
Custodian-Engineer II			
First 6 months	17.31	17.40	17.92
After 6 months	18.29	18.38	18.93
Custodian-Engineer II - Library			
First 6 months	17.31	17.40	17.92
After 6 months	18.29	18.38	18.93
Custodian-Engineer III			
First 6 months	18.62	18.71	19.27
After 6 months	19.60	19.70	20.29
Custodian-Engineer III -Library			
First 6 months	18.62	18.71	19.27
After 6 months	19.60	19.70	20.29
*Filter Plant Operator I			
First 6 months	18.31	18.40	18.95
After 6 months	19.05	19.15	19.72
House Custodian II			
First 6 months	12.88	12.94	13.33
After 6 months	12.88	12.94	13.33
Chemical Feed System Repairer			
First 6 months	19.93	20.03	20.63
After 6 months	20.72	20.82	21.44

Appendix A (Continued)	Effective 1/02/99 2.0%	Effective 6/19/99 .5%	Effective 1/01/2000 3.0%
Maintenance Worker			
First 6 months	18.71	18.80	19.36
After 6 months	19.43	19.53	20.12
Operating Engineer			
First 6 months	19.39	19.49	20.07
After 6 months	20.18	20.28	20.89
Operating Engineer - Civic Center			
First 6 months	19.39	19.49	20.07
After 6 months	20.18	20.28	20.89
Pumping Engineer II			
First 6 months	19.39	19.49	20.07
After 6 months	20.18	20.28	20.89
Pumping Engineer III			
First 6 months	21.05	21.16	21.79
After 6 months	21.91	22.02	22.68
Sewer Pumping Station Operator			
First 6 months	20.24	20.34	20.95
After 6 months	20.99	21.09	21.72

Appendix A (Continued)	Effective 1/02/99 2.0%	Effective 6/19/99 .5%	Effective 1/01/2000 3.0%
Supervisory Stationary Engineer			
First 6 months	19.25	19.35	19.93
After 6 months	20.00	20.10	20.70
Trainee (Custodian-Engineer)			
First 6 months	9.12	9.17	9.45
After 6 months	9.42	9.47	9.75
Water Plant Aide			
First 6 months	16.94	17.02	17.53
After 6 months	17.72	17.81	18.34
Water Plant Operator I			
First 6 months	18.62	18.71	19.27
After 6 months	19.35	19.45	20.03
Water Treatment Plant Operator II			
First 6 months	19.39	19.49	20.07
After 6 months	20.18	20.28	20.89
Custodian			
Start	14.80	14.87	15.32
After 6 months	15.23	15.31	15.77
After 1 year	15.48	15.56	16.03
After 2 years	15.96	16.04	16.52

Appendix A (Continued)	Effective 1/02/99 2.0%	Effective 6/19/99 .5%	Effective 1/01/2000 3.0%
Modified Duty Worker - Custodian			
Start	14.80	14.87	15.32
After 6 months	15.23	15.31	15.77
After 1 year	15.48	15.56	16.03
After 2 years	15.96	16.04	16.52
Custodial Worker			
Start	13.17	13.24	13.64
After 6 months	13.57	13.64	14.05
After 1 year	13.86	13.93	14.35
After 2 years	14.34	14.41	14.84
Park Ranger			
0-500 hours	8.87	8.91	9.18
501-1000 hours	9.39	9.44	9.72
1001-1500 hours	9.93	9.98	10.28
1501+ hours	10.68	10.73	11.05
Modified Duty Worker - Park Ranger			
0-500 hours	8.87	8.91	9.18
501-1000 hours	9.39	9.44	9.72
1001-1500 hours	9.93	9.98	10.28
1501+ hours	10.68	10.73	11.05

Appendix A (Continued)	Effective 1/02/99 2.0%	Effective 6/19/99 .5%	Effective 1/01/2000 3.0%
Police Park Ranger			
Start	8.87	8.91	9.18
After 6 months	10.28	10.33	10.64
After 1 year	10.68	10.73	11.05
After 2 years	11.20	11.26	11.60
After 4 years	11.75	11.81	12.16
After 5 years	12.14	12.20	12.57
After 10 years	12.94	13.00	13.39

Custodian (Light Duty)

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)
01/02/99	810.43	837.41	864.43	892.49	924.02	955.44	975.74	997.04
06/19/99	814.48	841.60	868.75	896.95	928.64	960.22	980.62	1002.03
01/01/2000	838.91	866.85	894.81	923.86	956.50	989.03	1010.04	1032.09

Security Officer

Modified Duty Worker - Security Officer

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)
01/02/99	997.67	1038.06	1075.27	1115.71	1159.22	1207.35	1232.13	1263.19
06/19/99	1002.66	1043.25	1080.65	1121.29	1165.02	1213.39	1238.29	1269.51
01/01/2000	1032.74	1074.55	1113.07	1154.93	1199.97	1249.79	1275.44	1307.60

Security Officer - Water Utility

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)
01/02/99	1049.19	1083.04	1118.16	1155.94	1196.70	1241.98	1273.26	1301.62
06/19/99	1054.44	1088.46	1123.75	1161.72	1202.68	1248.19	1279.63	1308.13
01/01/2000	1086.07	1121.11	1157.46	1196.57	1238.76	1285.64	1318.02	1347.37

APPENDIX A - WAGES (Continued)

Personnel hired for employment with the City after the date of the signing of this agreement, to a class listed in ARTICLE 1 above, shall be compensated at the "0 - 6 months" hourly wage rate during their probationary period. After completion of the probationary period the employee shall be paid at the "after 6 months" hourly wage rate. Employees promoted from any class listed in ARTICLE 1 above to any class listed in ARTICLE 1 above shall receive the "after 6 months" hourly wage rate.

Temporary employees shall be paid the minimum rate indicated in this APPENDIX for the classification in which they are employed.

APPENDIX B - COMO PARK CONSERVATORY/ZOO LAYOFFS

Notwithstanding ARTICLE 5.3 of this Agreement, in the event it is determined by the EMPLOYER that it is necessary to reduce the work force at the Como Park Conservatory/Zoo work station, employees will be laid off based on the inverse order in which their names appear in this Appendix B, regardless of the classification indicated following their name.

Appendix B will only apply to the named employees herein as long as they remain continuously employed in the classification indicated and at the Como Park Conservatory/Zoo work station. In the event an employee's classification or work station is changed, this Appendix B will no longer be applicable to such employees.

EMPLOYEE	CLASSIFICATION
Otimo Vasquez	Custodian-Engineer II
Edward Erichsen	Custodian-Engineer II
Thomas Stellwag	Operating Engineer
Kenneth Reding	Operating Engineer
Dennis Hermann	Operating Engineer

This Appendix B will sunset when the last Custodian-Engineer II leaves the Como Park Conservatory/Zoo work station.